tion, but he claimed that if the ballots had been properly sorted and counted, he would appear to be elected. The ballots used in the election were, as required by statute, sealed in a package, and returned to the town clerk of K, who was required by the statute to keep them as a public record for six months, and not to "abstract from any or in any manner tamper with" said package, *Held,* that mandamus will lie to compel the town clerk to open the package for petitioner's inspection; but that neither petitioner, nor any one in his behalf, shall be allowed to sort or count or in any way handle or touch the ballots. The inspection must be in the presence of the town clerk, who can insist on such restrictions consistent with the right of inspection as will secure every ballot intact.

INJUNCTION—TRADE NAME—SOLE RECEIVING MAIL—DR. DAVID KENNEDY CORP. v. KENNEDY, 55 N. Y. Supp. 917.—One Dr. David Kennedy, a manufacturer of proprietary medicines, sold to plaintiff the good will of his business, with the sole right to use the names "Dr. David Kennedy, Rondout, N. Y.," and "Dr. D. Kennedy, Rondout, N. Y.," in connection with such business. Letters so addressed were for some years received by the corporation of which the Doctor was president. Thereafter he ceased to be connected with the firm, but continued to reside in Rondout. *Held,* two judges dissenting, that he would be enjoined from receiving and opening mail addressed as above, even though some of the letters in no way concerned the corporation.

INSOLVENCY—BANKRUPTCY LAW—RECEIVER—STATE EX REL. STROHL v. SUPERIOR COURT OF KING COUNTY ET AL., 56 Pac. (Wash.) 35.—*Held,* that until an insolvent corporation within the state is adjudged a bankrupt under the Federal Bankruptcy Law of July, 1898, by a proper tribunal, the right of the state court to appoint a receiver for the corporation under the state law is not suspended.

JUDGMENTS—FOREIGN JUDGMENTS—VALIDITY—STEWART v. NORTHERN ASSURANCE CO., 32 S. E. 218 (W. Va.).—A married woman made a contract which was void under the laws of the state of her domicile. A debtor of hers was garnisheed by the creditor on the contract in a foreign state, and after notice by publication judgment was taken by default against her. The contract was good by the law of the forum. *Held,* that the judgment was not conclusive in a suit by the married woman against her debtor in the state of her domicile. Brannon, P., dissented, on the ground that as by the laws of the forum the court had jurisdiction, the judgment was final and conclusive under the full faith and credit clause. Dent, J., specially concurred on the ground that the judgment was collusive on the part of the debtor garnisheed.

MECHANICS' LIENS—PRIORITY OVER MORTGAGE—CUSHWA ET AL. v. IMPROVEMENT LOAN AND BUILDING ASSOCIATION ET AL., 32 S. E. 259 (W. Va.).—W. Va. Code, p. 652, § 2, provides the "The liens authorized by this and the next preceding section shall have priority over any lien created by deed or otherwise on such house or other structure, and the lots on which the same are erected, subsequently to the time when such labor shall have been performed or material or machinery furnished." *Held,* that a mechanic's lien for work done between February and September, but begun in February, has priority over a deed of trust executed in March. Dent, J., dissented.